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STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

IN THE HAMILTON SUPERIOR COURT
CAUSE NO. 29D02-1211-CC-012010

NEXTGEAR CAPITAL, INC.,)
as successor-in-interest to)
DEALER SERVICES CORPORATION,)
)
Plaintiff,)
v.)
)
MATTINGLY AUTO SALES, INC. and)
BARRY W. MATTINGLY,)
)
Defendants.)

FILED
JUN 03 2010
CLERK OF THE
HAMILTON SUPERIOR COURT

ENTRY OF DEFAULT JUDGMENT

This matter came before the Court on the Motion for Entry of Default Judgment against Mattingly Auto Sales, Inc. ("Dealer") and Barry W. Mattingly ("Mattingly") (collectively, the "Defendants") and supporting affidavits filed by plaintiff NextGear Capital, Inc., as successor in interest to Dealer Services Corporation ("Plaintiff"), and the Court, having read and considered the same, now FINDS that:

1. The Defendants were properly served in this Cause.
2. The Defendants have failed to answer or otherwise respond to the Complaint.
3. Plaintiff is entitled to a judgment by default on all counts of the Complaint pursuant to Ind. Trial Rule 55.
4. There is no just reason for delay, and a final judgment shall be and hereby is entered as set forth herein.
5. An appeal may be taken upon the issues raised by this judgment.

IT IS THEREFORE ORDERED THAT JUDGMENT BY DEFAULT IS HEREBY
ENTERED in favor of Plaintiff as follows:

- (a) Judgment is entered in favor of NextGear Capital, Inc. and against Mattingly Auto Sales, Inc. for breach of contract;
- (b) Judgment is entered in favor of NextGear Capital, Inc. and against Barry W. Mattingly for breach of guaranty;
- (c) NextGear Capital, Inc. is awarded its actual damages from Mattingly Auto Sales, Inc. and Barry W. Mattingly, jointly and severally, in the amount of \$58,432.52;
- (d) Interest on the judgment entered herein shall accrue at the Indiana statutory rate of Eight Per Cent (8%) per annum until paid; and
- (e) Plaintiff shall be entitled to recover its reasonable post-judgment attorney fees and post-judgment court costs incurred in the collection of the judgment entered herein.

Date: 6/4/13

Daniel J. Higgins
Judge, Hamilton Superior Court

Distribution:

Mattingly Auto Sales, Inc.
[REDACTED]

Hardinsburg, Kentucky 40143

Barry W. Mattingly
[REDACTED]

Hardingsburg, Kentucky 40143

NextGear Capital, Inc.
ATTN: Gary M. Hoke
1320 City Center Drive, Suite 100
Carmel, IN 46032

THE DOCUMENT TO WHICH THIS CERTIFICATE
IS ATTACHED IS A FULL, TRUE AND COR-
RECT COPY OF THE ORIGINAL ON FILE AND
OF RECORD IN MY OFFICE

6-4-13

AUG 13 2013

DATED

BOOK

PAGE

DATE OF CERTIFICATION

PEGGY BEAVER

CLERK HAMILTON
COUNTY COURT

JS
1

STATE OF INDIANA)
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IN THE HAMILTON SUPERIOR COURT
CAUSE NO. 29D02-1211-CC-012010

NEXTGEAR CAPITAL, INC.,)
as successor-in-interest to)
DEALER SERVICES CORPORATION,)
)
Plaintiff,)
v.)
)
MATTINGLY AUTO SALES, INC. and)
BARRY W. MATTINGLY,)
)
Defendants.)

JUN 26 2016
Clerk of the
HAMILTON SUPERIOR COURT

ENTRY OF DEFAULT JUDGMENT

This matter came before the Court on the Motion for Entry of Default Judgment against Mattingly Auto Sales, Inc. ("Dealer") and Barry W. Mattingly ("Mattingly") (collectively, the "Defendants") and supporting affidavits filed by plaintiff NextGear Capital, Inc., as successor in interest to Dealer Services Corporation ("Plaintiff"), and the Court, having read and considered the same, now FINDS that:

1. The Defendants were properly served in this Cause.
2. The Defendants have failed to answer or otherwise respond to the Complaint.
3. Plaintiff is entitled to a judgment by default on all counts of the Complaint pursuant to Ind. Trial Rule 55.
4. There is no just reason for delay, and a final judgment shall be and hereby is entered as set forth herein.
5. An appeal may be taken upon the issues raised by this judgment.

MA-000673

IT IS THEREFORE ORDERED THAT JUDGMENT BY DEFAULT IS HEREBY
ENTERED in favor of Plaintiff as follows:

(a) Judgment is entered in favor of NextGear Capital, Inc. and against Mattingly Auto Sales, Inc. for breach of contract;

(b) Judgment is entered in favor of NextGear Capital, Inc. and against Barry W. Mattingly for breach of guaranty;

(c) NextGear Capital, Inc. is awarded its actual damages from Mattingly Auto Sales, Inc. and Barry W. Mattingly, jointly and severally, in the amount of \$58,432.52;

(d) Interest on the judgment entered herein shall accrue at the Indiana statutory rate of Eight Per Cent (8%) per annum until paid; and

(e) Plaintiff shall be entitled to recover its reasonable post-judgment attorney fees and post-judgment court costs incurred in the collection of the judgment entered herein.

Date: 6/4/13

Daniel J. Flannery
Judge, Hamilton Superior Court

Distribution:

Mattingly Auto Sales, Inc.
[REDACTED]
Hardinsburg, Kentucky 40143

Barry W. Mattingly
[REDACTED]
Hardingsburg, Kentucky 40143

NextGear Capital, Inc.
ATTN: Gary M. Hoke
1320 City Center Drive, Suite 100
Carmel, IN 46032